

MEMORANDUM
Office of the County Administrator

TO: Board of County Commissioners

FROM: Thomas J. Willi, County Administrator

DATE: January 10, 2005

SUBJECT: Sale of Public Service Property to Key West and FCT

As you are aware the County has issued a willing seller letter to Florida Community Trust (FCT) and the City of Key West for this parcel. At the December 2004 BOCC meeting, the Board directed the County Administrator to investigate the specific aspects of the sale as well as search for properties to locate much needed County Public Works and Fire Department facilities.

The following update is provided to assist the BOCC in making this policy decision.

Delbert Harvey of FCT was contacted and the sale price of the property was discussed. The offer from FCT stated that the actual size of the property will determine the actual price to be paid by FCT. Mr. Harvey and I discussed the discrepancies between his records and the County's relative to the parcel size. Mr. Harvey stated that the offer of \$4.5 million would be the minimum amount paid to the County, regardless of the actual size of the parcel. Additionally, we discussed the possibility of selling less than the whole parcel, retaining a piece under County ownership and use. This option would not be available due to the fact the FCT grant is point based and the award of the grant had taken the parcel size into consideration. While this issue was not fully vetted, the possibility that the grant award would be withdrawn based upon the smaller parcel receiving a smaller point score is most probable.

Staff has located two properties, with willing sellers, for possible siting of the County's Public Works and Record Storage Facility, both on Rockland Key. Staff has discounted one parcel, a five (+) acre property along Calle Dos, due to its proximity to existing residential properties and the limited access and depth of the property. The other parcel is approximately 3.275 acres located behind the Aultman facility. This parcel is more in line with the County's needs and priced attractively. The County Attorney's office has been asked to draft a contingent sale contract for BOCC approval for this parcel.

The last issue to be resolved is the locating of property for the Stock Island Fire Station. Upon review of the needs for the area, as well as taking the availability of property into consideration, staff is recommending an addition to and reconstruction of the station on the existing site. Staff is investigating the vacation of a portion of right-of-way alongside the station to facilitate the expansion of the building footprint and to allow the design of truck bays with drive-through capabilities. Barring any major complications to the existing site, I recommend that we reconstruct on the existing property and no longer seek alternate sites for this facility.

Confirmation has been received from Peter Horton, Director of Airports concerning the future expansion of the rental car lease and purchase of the existing DPW buildings at Key West Airport. A lease containing the proposed changes will be placed on the February agenda for BOCC consideration.

Based upon the above information, I recommend sale of the Public Service Property to Key West and FCT, purchase of the Rockland Key property to facilitate DPW and that the existing Stock Island Fire Station remain in its present location relieving the County of the expense of securing new property for this use.

Please advise if additional information is needed.

Q11

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 19, 2005

Division: County Administrator

Bulk Item: Yes ☐ No ☒

Department: County Administrator

AGENDA ITEM WORDING:

Approval of Agreement between Monroe County, the City of Key West and Florida Communities Trust for the sale and purchase of property located on Stock Island, and approval of Resolution.

ITEM BACKGROUND:

The BOCC directed the County Administrator to proceed with negotiations for the sale of the Stock Island Public Service Building property to the City of Key West for the Botanical Gardens. The Florida Communities Trust (FCT) has awarded the City of Key West a grant from the FCT's Florida Forever Program to purchase this property to be used to restore and preserve the area from development and provide a recreational park for outdoor recreational purposes. The title to the property will be conveyed directly to the City of Key West.

PREVIOUS RELEVANT BOCC ACTION:

As stated above and previous discussions held by the BOCC regarding usage of the property.

CONTRACT/AGREEMENT CHANGES:

New Agreement.

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: _____

BUDGETED: Yes ☐ No ☐

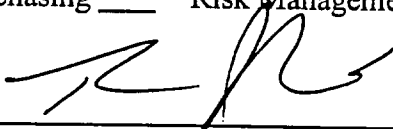
COST TO COUNTY: _____

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes ☐ No ☐ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty ☐ OMB/Purchasing ☐ Risk Management ☐

DIVISION DIRECTOR APPROVAL: _____


Thomas J. Willi

DOCUMENTATION: Included ☒ Not Required ☐

DISPOSITION: _____

AGENDA ITEM # 011

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: City of KW, FCT Contract #
 Effective Date: 01/19/05
 Expiration Date:

Contract Purpose/Description:

Agreement for the sale and purchase of property located on Stock Island, formally known as the Public Service Building property.

Contract Manager: Debbie Frederick 4741 County Administrator/Stop #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 01/19/05 Agenda Deadline: 01/04/05

CONTRACT COSTS

Total Dollar Value of Contract: \$ 4.5 Million Current Year Portion: \$
 Budgeted? Yes ☐ No ☐ Account Codes:
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/6/05</u>
Risk Management	<u>1-10-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slacik</u>	<u>1-10-05</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/11/05</u>
County Attorney	<u>1/6/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/07/05</u>

Comments:

Project : Key West Botanical Gardens
Project #: 03-034-FF3
Parcel #: Monroe County

Contract #: _____
Property Tax I.D.#: 72080.0018

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this _____ day of _____, 20____, between **MONROE COUNTY, FLORIDA**, whose address is c/o Thomas Willi, County Administrator, 1100 Simonton Street, Room 2-205, Key West, Florida 33040 as "Seller", and the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Community Affairs, ("Acquiring Agency") whose address is 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, and the **CITY OF KEY WEST**, a municipality within Monroe County, Florida, ("Local Government"), whose address is 525 Angela Street, Key West, Florida 33040. Acquiring Agency and Local Government will be collectively referred to as ("Purchaser").

1. GRANT OF OPTION. Seller hereby grants to Purchaser the exclusive option to purchase the real property located in Monroe County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by Purchaser and is effective only if Acquiring Agency and Local Government give written notice of exercise to Seller.

2. OPTION TERMS. The option payment is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by Acquiring Agency from the Comptroller of the State of Florida. The option may be exercised during the period beginning with the Purchaser's approval of this Agreement and the Acquiring Agency's governing body granting project plan approval in accordance with Rule 9K-8.011, Florida Administrative Code, and ending on May 16, 2005 ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event Acquiring Agency's Purchase Price (as hereinafter defined in paragraph 3.A) or Local Government's Purchase Price (as hereinafter defined in paragraph 3.A) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. TOTAL PURCHASE PRICE. The total purchase price ("Total Purchase Price") for the Property is **FOUR MILLION FIVE HUNDRED THOUSAND and no/100 Dollars (\$4,500,000.00)** which, after reduction by the amount of the Option Payment, will be paid by Acquiring Agency and Local Government at closing. Seller hereby authorizes Acquiring Agency to issue a state warrant directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. This Total Purchase Price presumes that the Property contains at least 5.015 total acres, to be confirmed by the Survey, as provided in paragraph 5. The Total Purchase Price shall be paid to Seller as follows: Acquiring Agency shall pay the lesser of \$3,375,000.00 or 75% of the final adjusted Total Purchase Price for the Property as determined in accordance with paragraph 3.B. ("Acquiring Agency's Purchase Price"), which after reduction by Acquiring Agency of the Option Payment, will be paid to Seller by state warrant at closing; and Local Government shall pay the lesser of \$1,125,000.00 or 25% of the final adjusted Total Purchase Price for the Property as determined in accordance with paragraph 3.B. ("Local Government's Purchase Price"), will be paid to Seller by Local Government check at closing. The Total Purchase Price is subject to adjustment in accordance with paragraph 3.B. The determination of the final Total Purchase Price can only be made after the completion and approval of the survey required in paragraph 5. This Agreement

is contingent upon approval of Total Purchase Price, Acquiring Agency's Purchase Price, and Local Government's Purchase Price by Purchaser and upon confirmation that the Total Purchase Price is not in excess of the final maximum approved purchase price of the Property as determined in accordance with Rule 9K-8.007, Florida Administrative Code ("Maximum Approved Purchase Price").

This Agreement is also contingent upon Local Government's funds for closing being available at closing and upon Local Government giving written notice to Acquiring Agency, prior to the exercise of the option, that these funds are available to close in accordance with this Agreement. If such notification is not accomplished, Acquiring Agency may in its sole discretion declare this Agreement void and of no further force and effect as of that date. Local Government's funds are the sole responsibility of Local Government. Seller shall have no recourse whatsoever, at law or equity, against Acquiring Agency or the Property as a result of any matter arising at any time whether before or after fee simple title is conveyed to Local Government, relating to Local Government's funds. Acquiring Agency shall have no obligation under this Agreement to provide any portion of Local Government's funds. Acquiring Agency's funds necessary to close are the sole responsibility of Acquiring Agency. Seller shall have no recourse whatsoever, at law or equity, against Local Government or the Property as a result of any matter arising at any time, whether before or after fee simple title is conveyed to Local Government, relating to Acquiring Agency's funds. Local Government shall have no obligation under this Agreement to provide any portion of Acquiring Agency's funds. Should Local Government's funds or Acquiring Agency's funds not be available for any reason, Purchaser or Seller may elect to terminate this Agreement by written notice to the parties without liability to any party.

Acquiring Agency and Local Government agree that the Local Government shall take fee simple title to all of the Property at the closing notwithstanding that Acquiring Agency and Local Government are required to pay all of the Total Purchase Price in the manner set forth in this Agreement. Conveyance of the Property in fee simple from Seller to Local Government will take place at the closing, in exchange for the payments to be made by Acquiring Agency and Local Government to Seller at closing as set forth above in this paragraph 3.A.

3.B. ADJUSTMENT OF TOTAL PURCHASE PRICE. If, prior to closing, Acquiring Agency determines that the Total Purchase Price stated in paragraph 3.A. exceeds the final Maximum Approved Purchase Price of the Property, the Total Purchase Price will be reduced to the final Maximum Approved Purchase Price of the Property. Upon determination of the final adjusted Total Purchase Price, Acquiring Agency's Purchase Price and Local Government's Purchase Price will be determined and adjusted in accordance with paragraph 3.A. If the final adjusted Total Purchase Price is less than 95% of the Total Purchase Price stated in paragraph 3.A. because of a reduction in the Maximum Approved Purchase Price of the Property, Seller shall, in his sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Acquiring Agency and Local Government of his election to terminate this Agreement within 10 days after Seller's receipt of written notice from Acquiring Agency of the final adjusted Total Purchase Price. In the event Seller fails to give Acquiring Agency and Local Government a written notice of termination within the aforesaid time period from receipt of Acquiring Agency's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Total Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Seller shall, at Seller's sole cost and expense and at

least 30 days prior to the Option Expiration Date, furnish to Local Government and Acquiring Agency an environmental site assessment of the Property which meets the standard of practice of the American Society of Testing Materials ("ASTM"). Seller shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.). The examination of hazardous materials contamination shall be performed to the standard of practice of the ASTM. For Phase I environmental site assessment, such standard of practice shall be the ASTM Practice E 1527. If the Findings and Conclusions section of the assessment reports evidence of recognized environmental conditions, then a Phase II Environmental Site Assessment shall be performed to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on site. The environmental site assessment shall be certified to Purchaser and the date of certification shall be within 45 days before the date of closing. Purchaser shall reimburse Seller for the Acquiring Agency approved cost of the environmental site assessment, not to exceed \$8,000.00 upon Seller's submission of the necessary documentation to Acquiring Agency which evidences payment in full of the environmental site assessment costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

4.B. HAZARDOUS MATERIALS. In the event that the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at his sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 1% of the Total Purchase Price as stated in paragraph 3.A., Seller may elect to terminate this Agreement and no party shall have any further obligations under this Agreement.

5. SURVEY. Seller shall, at Sellers sole cost and expense and not less than 35 days prior to the Option Expiration Date, deliver to Local Government and Acquiring Agency a current boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida which meets the standards and requirements of Acquiring Agency ("Survey"). It is Seller's responsibility to ensure that the surveyor contacts the Acquiring Agency regarding these standards and requirements and the cost of the Survey prior to the commencement of the Survey. The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the Survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Purchaser shall reimburse Seller for the Acquiring Agency approved cost of Survey, not to exceed \$15,000.00, upon Seller's submission of the necessary documentation to Acquiring Agency which evidences payment in full of the Survey costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

6. TITLE INSURANCE. Seller shall, at Sellers sole cost and expense and at least 35 days prior to the

Option Expiration Date, furnish to Purchaser a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by Acquiring Agency, insuring marketable title to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. Purchaser shall reimburse Seller for Seller's cost for the owner's title insurance policy required hereunder. Purchaser's reimbursement shall not exceed an amount which is equal to the minimum promulgated rate permitted by the Florida Insurance Commissioner's rules and regulations. Purchaser shall not be required to reimburse Seller until Seller has submitted the necessary documentation to Acquiring Agency which evidences payment in full of the title insurance cost by Seller and until the final owner's title insurance policy has been received and approved by Acquiring Agency. This reimbursement is contingent upon a sale of the Property to Purchaser.

7. DEFECTS IN TITLE. If the title insurance commitment or survey furnished to Purchaser pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Total Purchase Price by an amount determined by Acquiring Agency, (b) accept the title as it then is with no reduction in the Total Purchase Price, (c) extend the amount of time that Seller has to cure the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Local Government a deed in accordance with Section 125.411, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are of record and acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property. The grantee in Seller's Deed shall be the CITY OF KEY WEST.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8. of this Agreement, Seller's closing statement, the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The deed title, possession and lien affidavit and environmental affidavit shall be prepared on Acquiring Agency forms which will be provided by Acquiring Agency. Acquiring Agency shall prepare Purchaser's closing statement. All prepared documents shall be submitted to Local Government and Acquiring Agency for review and approval at least 30 days prior to the Option Expiration Date.

10. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt by Purchaser of all of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event the Local Government acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Local Government acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Local Government in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the satisfaction of Local Government prior to the exercise of the option by Purchaser.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with the this Agreement. Seller shall deliver possession of the Property to the Local Government at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, Purchaser will be entitled to recover reasonable attorney's fees and costs.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately

disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Local Government's possession of the Property.

30. COUNTY RESOLUTION. Seller will execute a County resolution which shall be made in lieu of the Beneficial Interest Affidavit and Corporate Addendum stating the Seller is the record owner of the property and has the authority to dispose of the property in accordance with the provisions of this Option Agreement For Sale And Purchase.

The resolution shall also include language as follows:

The Monroe County Commission, Florida, does hereby certify to the City of Key West and the Florida Communities Trust that, in conjunction with the sale of the real property legally described on the attached Exhibit "A" by Monroe County, Florida to the City of Key West, no Member of the Monroe County Commission will receive monetary compensation from the proceeds of said sale nor does any Monroe County Commission Member have a personal interest in the subject transaction.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE JANUARY 31, 2005, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT, TOTAL PURCHASE PRICE, ACQUIRING AGENCY'S PURCHASE PRICE, AND LOCAL GOVERNMENT'S PURCHASE PRICE BY PURCHASER, (2) ACQUIRING AGENCY'S GOVERNING BODY GRANTING PROJECT PLAN APPROVAL IN ACCORDANCE WITH RULE 9K-8.011, FLORIDA ADMINISTRATIVE CODE, (3) CONFIRMATION THAT THE TOTAL PURCHASE PRICE IS NOT IN EXCESS OF THE FINAL MAXIMUM APPROVED PURCHASE PRICE OF THE PROPERTY, AND (4) LOCAL GOVERNMENT AND ACQUIRING AGENCY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE ACQUIRING AGENCY'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER
MONROE COUNTY, FLORIDA

Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk
(OFFICIAL SEAL)

By: _____
MAYOR DIXIE M. SPEHAR

Approved as to Form

By: 

Date: 1/07/05

Date signed by Local Government

Approved as to Form and Legality

By: _____
Trust Counsel

Date: _____

Witness as to Local Government

Witness as to Local Government

Approved as to Form and Legality

By: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of the **CITY OF KEY WEST**, Florida on behalf of the **Local Government**. They are personally known to me.

(NOTARY PUBLIC)
SEAL

**PURCHASER
LOCAL GOVERNMENT
CITY OF KEY WEST**

By: _____
Name _____
Its: _____

Attest: _____
(Clerk or Deputy Clerk)

(OFFICIAL SEAL)

Date signed by Local Government

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____
My Commission Expires: _____

PURCHASER

ACQUIRING AGENCY

FLORIDA COMMUNITIES TRUST

By: _____

JANICE BROWNING, Director
Division of Housing and Community Development

Witness as to Acquiring Agency

Witness as to Acquiring Agency

Date signed by Acquiring Agency

STATE OF FLORIDA)
)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by **JANICE BROWNING**, Director, Division of Housing and Community Development of the Florida Communities Trust, on behalf of the Acquiring Agency. She is personally known to me.

(NOTARY PUBLIC)
SEAL

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

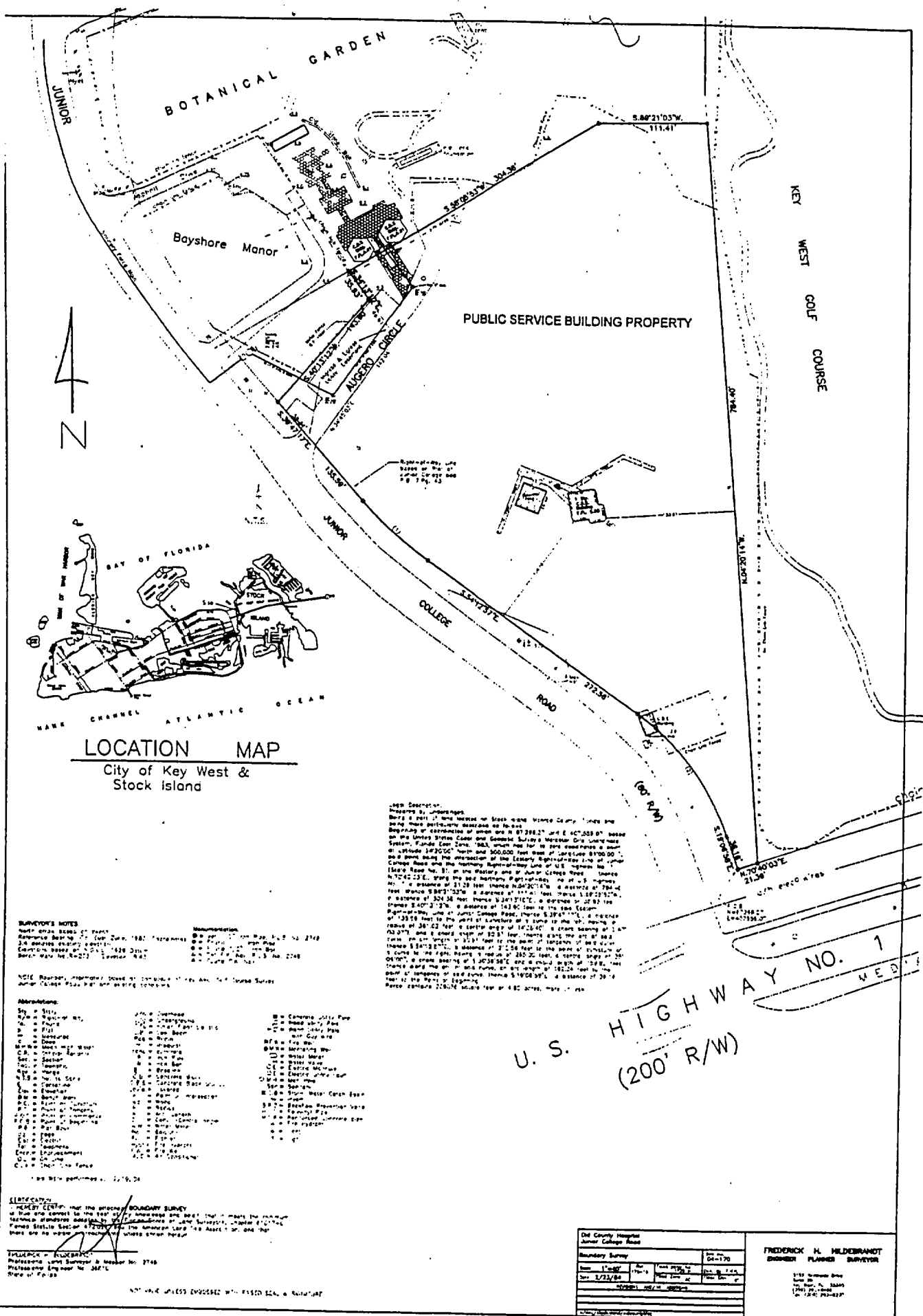
Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"
Legal Description

A portion of Government Lot 1 of Section 34, Township 67 South, Range 25 East, Monroe County, Florida.

A survey as defined in Paragraph 5 will be required to determine the final adjusted acreage for the parcel prior to closing.



Public Service Building
Property

Legal Description:

Prepared by undersigned:

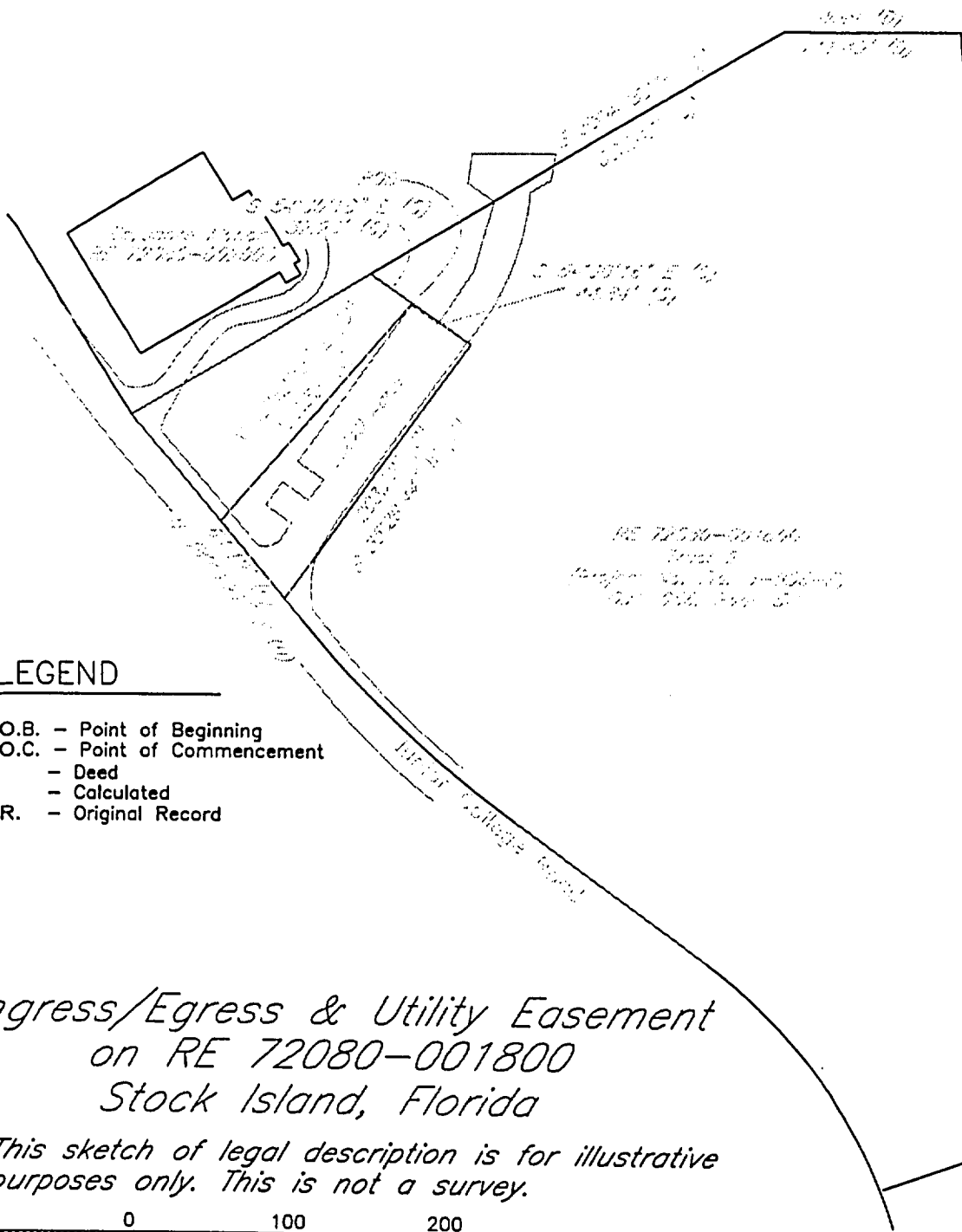
Being a part of land located on Stock Island, Monroe County, Florida and being more particularly described as follows:

Beginning at coordinates of which are N 87,268.27 and E 407,559.07, based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System, Florida East Zone, 1983, which has for its zero coordinates a point at Latitude 24°20'00" North and 500,000 feet West of Longitude 81°00'00", said point being the intersection of the Easterly Right-of-Way Line of Junior College Road and the Northerly Right-of-Way Line of U.S. Highway No. 1 (State Road No. 5), at the Westerly end of Junior College Road; ; thence N.70°40'03"E., along the said Northerly Right-of-Way Line of U.S. Highway No. 1 a distance of 21.39 feet; thence N.04°20'14"W., a distance of 784.40 feet; thence S.89°21'03"W., a distance of 111.41 feet; thence S.58°05'53"W., a distance of 304.38 feet; thence S.34°13'10"E., a distance of 35.93 feet; thence S.40°13'12"W., a distance of 143.60 feet to the said Easterly Right-of-Way Line of Junior College Road; thence S.39°47'17"E., a distance of 135.59 feet to the point of curvature of a curve to the left, having: a radius of 361.02 feet, a central angle of 14°25'40", a chord bearing of S 47°00'07"E. and a chord length of 90.67 feet; thence along the arc of said curve, an arc length of 90.91 feet to the point of tangency of said curve; thence S.54°12'57"E., a distance of 272.56 feet to the point of curvature of a curve to the right, having: a radius of 265.00 feet, a central angle of 35°06'00", a chord bearing of S.36°39'58"E. and a chord length of 159.82 feet; thence along the arc of said curve, an arc length of 162.34 feet to the point of tangency of said curve; thence S.19°06'58"E., a distance of 36.16 feet to the Point of Beginning.

Parcel contains 209036 square feet or 4.80 acres, more or less.



Key West Golf Course & Country Club

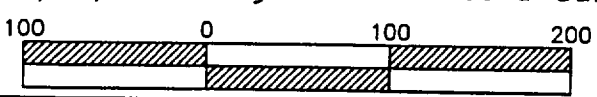


LEGEND

- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement
- D - Deed
- C - Calculated
- O.R. - Original Record

Ingress/Egress & Utility Easement on RE 72080-001800 Stock Island, Florida

This sketch of legal description is for illustrative purposes only. This is not a survey.



MONROE COUNTY PUBLIC WORKS ENGINEERING DEPARTMENT

10600 AVIATION BOULEVARD
MARATHON, FLORIDA 33050
305-289-6074

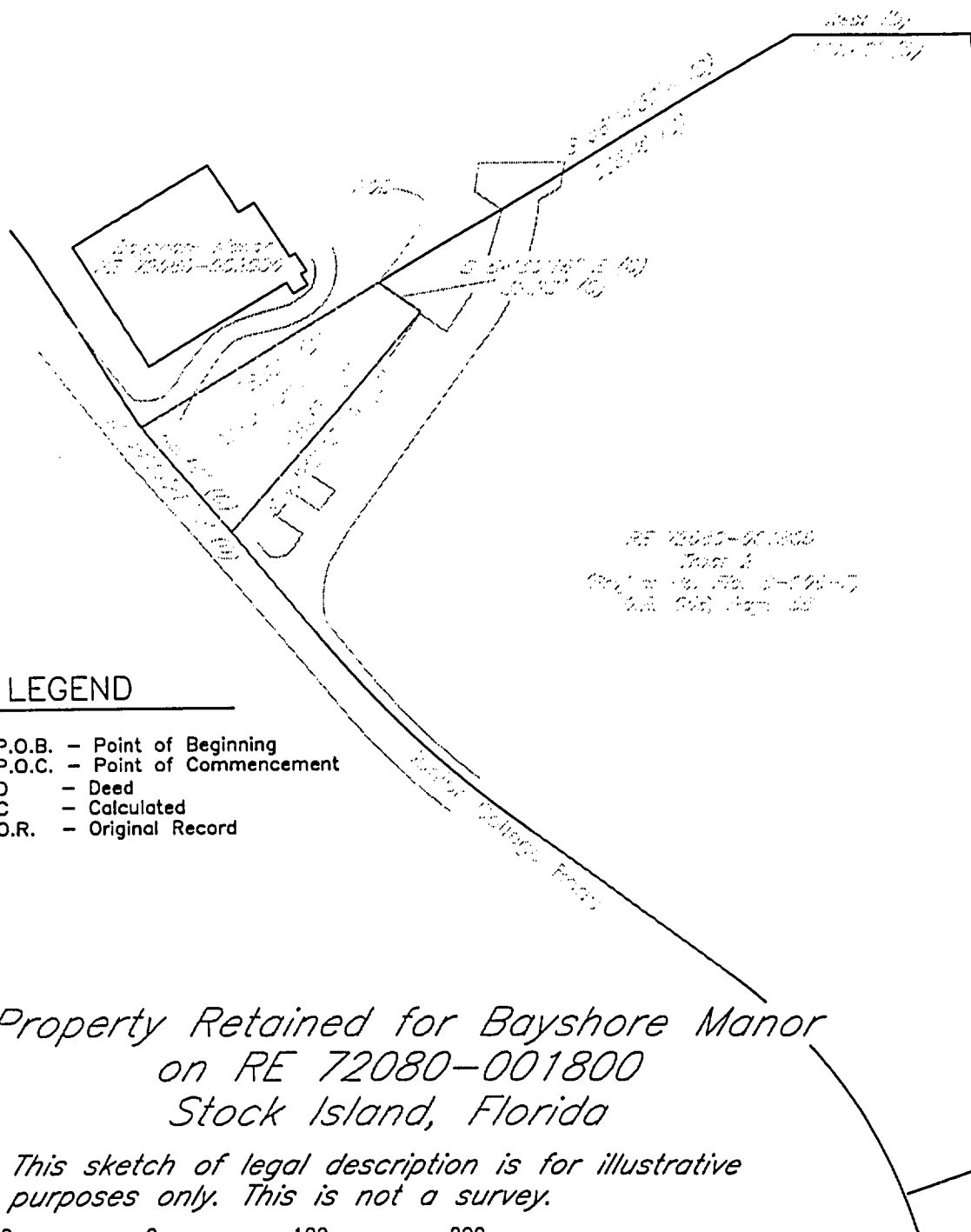
FILES WORK:	12-31-03	DATE:	02-06-04
FIELD BOOK:	02-03	SCALE:	1" = 100'
TOWNSHIP:	07 South	DRAWN BY:	J. Wicker
RANGE:	25 East	CHECKED BY:	J. Wicker
SECTION:	24	CWD NAME:	proposed 1/2"
COUNTY:	Monroe	SHEET:	01

Ingress/Egress and Utility Easement
On RE 72080-001800
Stock Island, Florida

The following legal description describes a parcel of land located on Stock Island in Government Lot 1 of Section 34, Township 67 South, Range 25 East to be retained as an ingress/egress and utility easement by Monroe County. Said parcel of land also being a portion of Tract 2 (Project No. Fla.8-906-F) as described in OR G-56, Page 58 found on record in the Clerk's Office of Monroe County, Florida and being more particularly described as follows: Commencing at the point of intersection of the centerline of the former Florida East Coast Railway main track extended southwesterly from Stock Island with the centerline of Roosevelt Boulevard on the island of Key West; thence N 71° 19' E along the centerline of the former Florida East Coast Railway main track a distance of 1607.24 feet; thence N 4°06'41" W a distance of 181.44 feet ; thence continue N 4°06'41" W a distance of 707.86 feet; thence West a distance of 111.49 feet; thence S 58°44'50" W a distance of 305.40 feet; thence S 54°30'16" E a distance of 32.23 feet to the Point of Beginning of an ingress/egress and utility easement to be retained by Monroe County; thence S 54°30'16" E a distance of 44.84 feet; thence S 35°29'44" W a distance of 203.22 feet; thence N 38°43'21" W a distance of 64.19 feet; thence N 40°42'13" E a distance of 186.53 feet to the Point of Beginning, containing 0.240 acres more or less.



Key West Golf Course & Country Club



LEGEND

- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement
- D - Deed
- C - Calculated
- O.R. - Original Record

*Property Retained for Bayshore Manor
on RE 72080-001800
Stock Island, Florida*

*This sketch of legal description is for illustrative
purposes only. This is not a survey.*



MONROE COUNTY PUBLIC WORKS ENGINEERING DEPARTMENT

10600 AVIATION BOULEVARD
MARATHON, FLORIDA 33050
305-289-6074

FILED	12-31-02	DATE	01-06-04
FIELD	02-03	SCALE	1" = 100'
BOOK	67 South	DRAWN BY	J. Wilder
SECTION	25 East	CHECKED BY	J. Wilder
DISTRICT	24	DRAW NAME	proposed
COUNTY	Monroe	CHECK	OK

Property Retained for Bayshore Manor
On RE 72080-001800
Stock Island, Florida

The following legal description describes a parcel of land located on Stock Island in Government Lot 1 of Section 34, Township 67 South, Range 25 East to be retained by Monroe County for the benefit of Bayshore Manor (RE 72080-002000). Said parcel of land also being a portion of Tract 2 (Project No. Fla.8-906-F) as described in OR G-56, Page 58 found on record in the Clerk's Office of Monroe County, Florida and being more particularly described as follows: Commencing at the point of intersection of the centerline of the former Florida East Coast Railway main track extended southwesterly from Stock Island with the centerline of Roosevelt Boulevard on the island of Key West; thence N 71° 19' E along the centerline of the former Florida East Coast Railway main track a distance of 1607.24 feet; thence N 4°06'41" W a distance of 181.44 feet ; thence continue N 4°06'41" W a distance of 707.86 feet; thence West a distance of 111.49 feet; thence S 58°44'50" W a distance of 305.40 feet to the Point of Beginning of a tract of land to be retained by Monroe County; thence S 54°30'16" E a distance of 32.23 feet; thence S 40°42'13" W a distance of 186.53 feet; thence N 38°43'21" W a distance of 88.14 feet; thence N 58°44'50" E a distance of 176.09 feet to the Point of Beginning, containing 0.245 acres more or less.

**ADDENDUM
(IMPROVEMENTS/PURCHASER)**

A. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is being provided in accordance with Section 404.056(8), Florida Statutes. Purchaser may, at its sole cost and expense, have the buildings that will remain on the Property inspected and tested for radon gas or radon progeny by a qualified professional properly certified by the Florida Department of Health and Rehabilitative Services. If radon gas or radon progeny is discovered, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

B. **Wood Destroying Organisms Inspection Report.** Purchaser may, at its sole cost and expense, obtain a Wood Destroying Organisms Inspection Report made by a state licensed pest control firm showing the buildings that are to remain on the Property to be visibly free of infestation or damage by termites or other wood-destroying pests. If the report shows such infestation or damage, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

C. **Maintenance of Improvements.** Seller shall, if required by Purchaser, maintain the roofs, doors, floors, steps, windows, exterior walls, foundations, all other structural components, major appliances and heating, cooling, electrical and plumbing systems on all improvements that will remain on the Property in good working order and repair up to the date of closing. Purchaser may, at its expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof. If the inspection reveals that any of the improvements that will remain on the Property are in need of repair, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

SELLER

MONROE COUNTY, FLORIDA

By: _____
Name: _____
Its: _____

Date signed by Seller _____

PURCHASER

LOCAL GOVERNMENT

CITY OF KEY WEST

By: _____
Name: _____
Its: _____

Date signed by Purchaser _____

FLORIDA COMMUNITIES TRUST

By: _____
Janice Browning, Director

Date signed by Purchaser _____

IMPURADD.FCT
REV. 04/12/01

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:**

**SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY**

Date: 1/10/05

RESOLUTION NO. _____ -2005

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR SALE AND PURCHASE OF THE PROPERTY LOCATED ON STOCK ISLAND, KNOWN AS THE PUBLIC SERVICE BUILDING PROPERTY

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

Section 1. This Resolution is made in lieu of the Beneficial Interest Affidavit and Corporate Addendum.

Section 2. Board of County Commissioners of Monroe County is the record owner of the property and has the authority to dispose of the property in accordance with the provisions of the Option Agreement for Sale and Purchase.

Section 3. No Monroe County Commissioner will receive monetary compensation from the proceeds of the sale of the real property legally described on the attached Exhibit "A" by Monroe County, Florida to the City of Key West, Florida, nor does any County Commissioner have a personal interest in the subject transaction;

Section 4. The Mayor/Chairman is hereby authorized to execute the Option Agreement for Sale and Purchase of the property legally described on the attached Exhibit "A" to the City of Key West, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 19th day of January, 2005.

Mayor Dixie M. Spehar
Mayor Pro Tem McCoy
Commissioner Nelson
Commissioner Neugent
Commissioner Rice

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

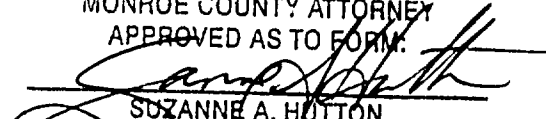
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairperson

jressalePSB

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 1/27/05